

MARZEC LAW FIRM, P.C.

DARIUS A. MARZEC IS LICENSED TO PRACTICE LAW IN: NEW YORK
NEW JERSEY • CONNECTICUT • MASSACHUSETTS • PENNSYLVANIA
WASHINGTON, D.C. • ILLINOIS • FLORIDA • CALIFORNIA • HAWAII

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Via Hand Delivery

July 13, 2018

Wladyslaw Wylarz
150 Norman Avenue
Apt. 2L
Brooklyn, NY 11222

347-784-2698

Potwierdzam iż każdy paragraf tej
podpisanej przeze mnie umowy został mi
wy tłumaczony oraz przetłumaczony w
języku Polskim przez Mecenasa Dariusza
Marzec który jest biegły w języku Polskim
i Angielskim .

KLIENT: _____



HOURLY FEE RETAINER AGREEMENT

Dear Clients:

Please let this letter confirm that you have requested my firm to represent you in filing an action arising out of state and federal law, including any common law claims, as appropriate, against The Laquila Group Equipment Corp., 1590 Troy Avenue, Brooklyn, NY 11234 and its individual owners, and "Dino" (owner), "Joe", "Irena". The case will be filed on your behalf and on behalf of others similarly situated as class action.

I. INITIAL RETAINER AND REPLENISHMENTS

Before commencing any work, the Firm requires an initial fee retainer in the sum of \$n/a on account of services to be rendered in connection with your matter. This retainer is not a minimum non-refundable amount and any part of same that remains unearned at such time as the Firm's representation terminates will be refunded to you.

The attorney and staff time, and disbursements incurred, all as more particularly set forth in the following paragraphs, will be applied against your retainer.

II. HOURLY RATES AND ATTORNEY PRIMARILY RESPONSIBLE FOR CASE

You will be billed at the following hourly rates for the following attorneys, paralegals and in-house investigator:

<u>Attorney</u>	<u>Hourly Rate</u>
Darius A. Marzec, Esq.	\$450.00
Morris Schlaf, Esq.	\$350.00
Associate Attorneys	\$350.00
 <u>Paralegal</u>	 <u>Hourly Rate</u>
Sylvia Komada-Adamek	\$200.00
 <u>In-House Investigator</u>	 <u>Hourly Rate</u>
Investigator	\$200.00

Depending on the Firm's discretionary use of presently un-named attorneys, paralegals, and other billable office staff, commensurate with their years of practice, level of experience and position in the Firm, you may be billed between \$200.00 and \$450.00 per hour for their services. In the event it is desirable to utilize the expertise and services of an attorney whose hourly rate exceeds that of Darius A. Marzec, Esq., you will be notified and the utilization of that attorney will be discussed. However, at this time it is not anticipated that persons other than listed above will be utilized.

At this time I will be the attorney primarily responsible for the handling of your case, along with Morris Schlaf Esq, and other associates. However, unless you specifically direct me otherwise, in my discretion I may utilize the services of other attorneys and staff in order to provide you with the best possible representation and to keep your fees to a minimum.

It is the Firm's policy to bill all time at a daily minimum of two-tenths (.2) of an hour per day on those days when work is performed on your matter. All billing rates are subject to change in accordance with the Firm's policy and you will be notified accordingly. Services shall include, but not necessarily be limited to, any and all time spent on investigation, research, preparation of pleadings, memoranda, correspondence or similar documentation, telephone communications, travel time to and from and attendance at related conferences, depositions and court proceedings, together with any and all other attorney and indicated staff time spent on your case. Although the Firm has a general policy of not charging for the first hour of time in connection with an initial consultation, in the event more than one hour is spent at the initial consultation, any time in excess of the first hour will be billed to you. Additionally, in the event that you elect to retain the Firm after the initial consultation, since the information gathered at the initial consultation will be used by the Firm for your representation, all time will be billed, including the time spent at the initial consultation (over one hour). The minimum fee shall be one third of the total recovery after a reimbursement of the costs advanced by our office. It is often our practice to limit our fee to no more than one third of the total recovery plus reimbursed costs. We may accommodate you depending on the circumstances in this case.

III. PAYMENT OF FEE

You acknowledge that the fee is payable and due upon obtaining a money judgment or settlement or other compromise in this case.

IV. PAYMENT OF DISBURSEMENTS

In addition to attorney and indicated staff time, you agree to pay any and all disbursements incurred in connection with your matter, including, but not necessarily limited to, the following:

Filing Fees;

Computerized legal research (e.g., Westlaw, Lexis, etc.);

Copy costs (presently 25c per copy);

Courier costs;

Court filing fees and costs;

Court transcript fees;

Deposition costs (e.g., stenographer and transcript fees);

Fax charges;

Lay and expert witness fees;

Meal costs incurred in connection with attendance at court/case-related proceedings;

Postage and overnight mailing fees;

Telephone (incl. pro-rated monthly cellular charges);

Travel costs (generally, tolls and, presently, 50c per mile).

Disbursements may be advanced on your behalf by the Firm or you may be required to pay same in advance. You shall be responsible for retaining and paying directly any and all experts or independent consultants it may become necessary to use relative to your proper representation. Of course, if necessary, we will assist you in whatever manner we can insofar as selecting an appropriate expert.

V. CONFLICT OF INTEREST WAIVER

Not Applicable.

VI. WITHDRAWAL/DISCHARGE OF COUNSEL

Please be advised, that in the event the Firm believes that you are not in compliance with any term of this engagement letter, or if you should fail to timely cooperate with the Firm's representation, you agree that the Firm can decline, on reasonable notice to you, continuing representation in this matter without refund of the cost of time spent or disbursements and costs incurred through the

date of termination of the representation. Of course, if you are dissatisfied with the Firm's services, you are free to discharge the Firm at any time.

If you shall have a dispute regarding the legal fee, you are placed on notice that you must request that we arbitrate such a dispute within 30 days after a dispute arose. Otherwise, you shall forfeit your right to arbitrate any legal fee dispute.

VII. NO PREDICTION OR GUARANTEE OF COST OF REPRESENTATION

At this time, the Firm cannot accurately predict or guarantee how much your representation will ultimately cost. This is due to various factors, including the level of reasonableness, compromise and/or cooperation between you and the other party involved, the complexity of the issues presented, and, of course, the amount of time it actually takes to bring this matter to a satisfactory conclusion. However, the Firm will make every reasonable effort to keep fees to a minimum and assures you that only services deemed reasonable and necessary to satisfactorily represent you will be performed. Please be advised that the cost of the Firm's representation is directly proportional to the amount of time expended. It is also a function of how quickly you and the adverse party, or a negotiation partner, if any, can reach an agreement of the disputed issues. It is advisable to analyze the value (e.g., financial, moral or otherwise) to you of each issue you desire the Firm to advance on your behalf always bearing in mind the hourly rate of each of the Firm's personnel who will be rendering services, as well as the amount of time you and the Firm's personnel believe it will take to advance. If you are unsure how much time is anticipated to advance any issue, please ask the Firm personnel responsible for the handling of your matter to assist you in so estimating.

It is important to note that issues such as those anticipated in matters such as yours can rapidly escalate, sometimes without warning, depending on the exigencies of a given issue, and before you receive the Firm's anticipated monthly invoice. Because of this, and the cumulative effect of advancing multiple, complicated issues that may be present in this representation it may occur that the cost of the legal services exceeds what you believed it would cost. While the Firm will make every effort to fit the cost of your representation into your projected budget, because of the vagaries of matters such as yours, it is assumed that once you direct the Firm to proceed, either implicitly or expressly, you agree to pay for the reasonable and necessary services that will be rendered on your behalf.

VIII. YOUR OBLIGATION TO ACKNOWLEDGE ACCEPTABILITY OF INVOICES AND TO PROMPTLY REPORT BILLING/PAYMENT CONCERNS

In a further effort to avoid possible billing and fee payment disputes, periodically (e.g., monthly) the Firm will ask you to acknowledge in writing that you have received the Firm's invoice(s), that you agree with the services and charges set forth therein, and that you reaffirm your agreement to pay same. (A form of the Firm's required Acknowledgment is attached hereto.)

Failure to return the required Acknowledgment may result in the Firm's withdrawal from further representation on your behalf.

If at any time you are displeased or unsatisfied with the services rendered by the Firm, or have any questions concerning any services rendered, disbursements incurred, or invoices generally, it is your responsibility to promptly notify the Firm's accounting department or the attorney primarily

responsible for the handling of your matter to discuss same. In the event the Firm does not hear from you in a timely manner (e.g., within a few days of receiving an invoice), it will be assumed that the services rendered and disbursements incurred are deemed by you to be acceptable, reasonable and necessary toward your representation.

IX. NO PREDICTION OR GUARANTEE OF SUCCESS/RESULTS

Of course, given the inherent uncertainty of legal proceedings, the interpretation of and changes in the law, and myriad unpredictable variables, the Firm cannot predict and, therefore, does not guarantee a particular result or absolute success on any issue in your case. This notwithstanding, the Firm, with your cooperation, agrees to represent your interests conscientiously, diligently, within the bounds of ethical propriety and with the purpose of accomplishing your desired objectives.

X. SCOPE OF THE FIRM'S REPRESENTATION

As we discussed, the Firm's representation of your interests at this time is limited solely to services relating to matters addressed in the first paragraph of this letter.

Should you desire the Firm to perform any services pertaining to matters other than that specifically described herein, we will be pleased to discuss an appropriate additional fee arrangement with you. However, if the Firm undertakes to represent you in any other matter with your implied and/or express understanding, knowledge and consent, without first discussing such other appropriate additional fee arrangement, the fee structure, terms and conditions of this engagement letter shall apply.

XI. AMOUNTS DUE UPON LACK OF RECOVERY

Should the firm fail to prevail in your matter, we may waive any expenses incurred and legal fees earned.

XII. COST OF COPYING FILE IN EVENT OF FIRM'S TERMINATION

In the event the Firm's representation is terminated for whatever reason, upon request made for the Firm's file maintained on your behalf, before the file will be released you agree to pay the Firm's cost to copy all or any part of the file it deems reasonable and necessary for administrative purposes and the maintenance of its records.

XIII. ACKNOWLEDGMENT

If you understand and agree to the foregoing engagement arrangement, please sign and date the acknowledgment, below, on the accompanying copy of this correspondence, and promptly return the executed copy to my attention in the return envelope provided. The firm requires the receipt of your signed acknowledgment and initial fee retainer in order to commence work on your behalf.

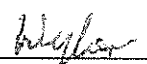
Please feel free to contact me with any questions you may have concerning this agreement.

Very truly yours,


Darius A. Marzec

ACKNOWLEDGMENT

The undersigned hereby acknowledges having read and fully understood the terms and conditions set forth in the foregoing engagement agreement. The undersigned further acknowledges having had any and all questions concerning the instant engagement agreement satisfactorily answered and that this agreement is entered freely and voluntarily without any compulsion or duress in so doing. The undersigned agrees to comply with the terms and conditions stated therein.


Wladyslaw Wylarz

7.13.2018
Date